

# OSTER Researching Services

12897 Colonial Dr. • Mt. Airy, Md. 21771  
301-253-6040

RECORDATION NO. 15303 A FILED 1425  
MAR 28 1994 - 9 50 AM  
INTERSTATE COMMERCE COMMISSION

LICENSING BRANCH

RECEIVED  
OFFICE OF THE  
SECRETARY

0100156018

March 28, 1994

Ms. Mildred Lee  
Recordations Unit  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

Dear Ms. Lee:

Enclosed is a Mortgage Release dated 12/16/93 which terminates a Mortgage dated 8/31/87, ICC Recordation #15303.

Please file this document as a supplemental agreement to ICC Recordation #15303. The filing fee of \$18 is enclosed.

Thank you for your assistance.

Sincerely,

*Mary A Oster*

Mary Ann Oster  
Research Consultant

Enclosure

*C. Annaly Oster Mary A Oster*

**Interstate Commerce Commission**  
Washington, D.C. 20423

3/28/94

OFFICE OF THE SECRETARY

Mary A. Oster

Research Consultant

Oster Researching Services

12897 Colonial Dr.

Mt. Airy, MD. 21771

Dear sir:

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,  
on 3/28/94 at 9:50am , and assigned  
recordation number(s). 15303-A 15304-A 17052-A

Sincerely yours,

Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

100

RECORDATION NO. 15303-14 FILED 1425

MAR 28 1994 - 9 50 AM

INTERSTATE COMMERCE COMMISSION  
(under Revised Code § 1701.66)

RECORDATION NO. 1 5303

SEP 1 1987 - 3 02 PM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that THE INDIANA AND OHIO RAIL CORP., a corporation having its principal office and place of business at 8901 Blue Ash Road, Cincinnati, Ohio 45242, as mortgagor ("Debtor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, MORTGAGE and CONVEY to BANCOHIO NATIONAL BANK, 148 West Main Street, Lancaster, Ohio 43130 ("Mortgagee") its successors and assigns forever, the property described in Exhibit A attached hereto and made a part hereof (all, collectively, the "Mortgaged Property"), said Mortgaged Property being the same property in which a security interest is granted by Debtor and provided for in the Security Agreement dated as of August 31, 1987 by and between Debtor and Mortgagee (the "Security Agreement"), a copy of which is on file with Mortgagee;

TO HAVE AND TO HOLD the Mortgaged Property, together with all privileges and appurtenances thereunto belonging, to the Mortgagee, its successors and assigns, forever;

And Debtor, for itself and its successors and assigns, does hereby covenant with the Mortgagee, its successors and assigns, as set forth in the Security Agreement;

And the Debtor hereby further covenants that it will keep and maintain all covenants, warranties, payments, obligations and performances as provided in the Security Agreement;

PROVIDED ALWAYS, and this Mortgage is upon this condition, that if Debtor shall pay and perform the indebtedness and obligations referred to in the Security Agreement and shall fully keep, do, and perform all the conditions and agreements to be kept, done, and performed by it pursuant to the provisions of the Security Agreement and this Mortgage;

THEN THIS MORTGAGE SHALL BE VOID, otherwise to remain in full force and virtue in law and equity forever.

This Mortgage is tendered for recording under Section 1701.66 of the Ohio Revised Code.

IN WITNESS WHEREOF, the said THE INDIANA AND OHIO RAIL  
CORP., Debtor, has caused this Mortgage to be executed by its  
duly authorized officer this 31st day of August, 1987.

Signed and acknowledged  
in the presence of:

THE INDIANA AND OHIO RAIL CORP.

A. A. G. G. G.

By: Thomas B. McOwen  
Thomas B. McOwen

Karen L. Dennis

Title: Chairman of the Board and  
Treasurer

STATE OF OHIO :  
COUNTY OF FRANKLIN : SS

The foregoing instrument was acknowledged before me  
this 31<sup>st</sup> day of August, 1987, by Thomas B. McOwen, the Chairman  
of the Board and Treasurer of The Indiana and Ohio Rail Corp., an Ohio  
corporation, on behalf of the corporation.

Karen L. Dennis  
Notary Public

KAREN L. DENNIS  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES MAY 14, 1990

This instrument was prepared by: VORYS, SATER, SEYMOUR AND PEASE  
P.O. Box 1008  
Columbus, Ohio 43216-1008

EXHIBIT A

Debtor:

THE INDIANA & OHIO RAIL CORP.  
8901 Blue Ash Road  
Cincinnati, Ohio 45242

Mortgagee:

BANCOHIO NATIONAL BANK  
148 West Main Street  
Lancaster, Ohio 43130

WHETHER NOW OWNED OR EXISTING OR HEREAFTER ARISING OR  
ACQUIRED:

(a) One (1) 1750 H.P. EMD model GP9 diesel-electric  
locomotive bearing road number C&O 6197; and

(b) One (1) 1750 H.P. EMD model GP9 diesel-electric  
locomotive bearing road number C&O 6178; and

(c) One (1) 1750 H.P. EMD model GP9 diesel-electric  
locomotive bearing road number C&O 6067; and

(d) One (1) 1750 H.P. EMD model GP9 diesel-electric  
locomotive bearing road number C&O 6018; and

(e) One (1) 110 watt VHF high band mobile base station  
with ancillary equipment serial number 257094; and

(f) All accounts and accounts receivable of Debtor;  
and

(g) All proceeds of all of the foregoing.

THE CONDITIONS of the within mortgage having been complied with, the same is hereby  
cancelled and released, by order of the Board of Directors, this 16th day of December,  
A.D., 1993.

National City Bank, Columbus  
fka BancOhio National Bank

Attest:

Carolyn J. Garrett  
Carolyn J. Garrett  
Banking Office Manager

BY:

John G. Hock  
John G. Hock  
Area Lending Manager

STATE OF OHIO, CITY/COUNTY OF Fairfield, TO WIT:

I HEREBY CERTIFY that on this 8th day of March, 1994, before me, the undersigned Notary Public of the jurisdictions aforesaid personally appeared John G. Hock, and acknowledged himself to be the Area Lending Manager of National City Bank, Columbus, formerly known as BancOhio National Bank, and that he, as such Area Lending Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of National City Bank, Columbus, formerly known as BancOhio National Bank, by himself as Area Lending Manager.

IN WITNESS MY Hand and Notarial Seal.

(Cheryl L. Warner) (SEAL)  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

CHERYL L. WARNER  
Notary Public, State of Ohio  
My commission expires 3-3-95